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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

CV09-7164 RGK PLA_x

TARA HILL, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

SUNGLASS HUT TRADING, LLC, a
Delaware Corporation; LUXOTTICA
RETAIL NORTH AMERICA INC., an
Ohio Corporation

Defendants.

Case No.:

COMPLAINT FOR CLASS ACTION

- (1) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Break Premiums);
- (2) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (3) Violation of California Labor Code §§ 2800 and 2802 (Unpaid Business Expenses);
- (4) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (5) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (6) Violation of California Labor Code § 226(a) (Non-compliant Wage Statements); and
- (7) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff, individually and on behalf of all other members of the public
2 similarly situated, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This Court has original jurisdiction over the subject matter of this
5 action pursuant to 28 U.S.C. § 1332. The Court has supplemental jurisdiction
6 over the state law claims pursuant to 28 U.S.C. § 1367. Plaintiff alleges, on
7 information and belief, that the aggregate amount in controversy for this class
8 action exceeds five-million dollars (\$5,000,000.00) exclusive of interest and
9 costs, that the class is greater than 100 members, and that any one plaintiff is a
10 citizen of a state different from that of any defendant. *See* Class Action Fairness
11 Act ("CAFA"), 28 U.S.C. §§ 1332(d), 1453.

12 2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) and
13 (b) because Defendants maintain offices, have agents, are licensed to transact
14 and do transact business, in this district.

15 THE PARTIES

16 3. Plaintiff TARA HILL is a resident of Los Angeles County in the
17 State of California.

18 4. Defendant SUNGLASS HUT TRADING, LLC was and is, upon
19 information and belief, a Delaware corporation doing business in California, and
20 at all times hereinafter mentioned, an employer whose employees are engaged
21 throughout this county, the State of California, or the various states of the United
22 States of America.

23 5. Defendant LUXOTTICA RETAIL NORTH AMERICA INC. was
24 and is, upon information and belief, an Ohio Corporation doing business in
25 California, and at all times hereinafter mentioned, an employer whose employees
26 are engaged throughout this county, the State of California, or the various states
27 of the United States of America.
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6. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to SUNGLASS HUT TRADING, LLC, and/or LUXOTTICA RETAIL NORTH AMERICA INC. (collectively "Defendants"), each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the official policy of, Defendants.

7. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

8. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

9. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under Federal Rules of Civil Procedure, Rules 23(a), (b)(2), and (b)(3).

10. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

11. Plaintiff's proposed subclasses consist of and are defined as:

a. Unpaid Wages Subclass:

All non-exempt or hourly employees of Defendants at store locations within four years prior to the filing of this complaint until the date of certification.

b. Unreimbursed Business Expenses Subclass:

All non-exempt or hourly employees of Defendants who paid for business-related expenses, including expenses for travel and mileage, in California within four years prior to the filing of this complaint until the date of certification.

c. Non-Compliant Wage Statement Subclass:

All non-exempt or hourly employees of Defendants who worked in California and received a wage statement within one year prior to the filing of this complaint until the date of certification.

12. Plaintiff reserves the right to establish additional subclasses as appropriate.

13. There is a well-defined community of interest in the litigation and the class is readily ascertainable:

a. Numerosity: The members of the class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time, however, the class is estimated to be greater than one-hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members' as demonstrated herein.

c. Adequacy: Plaintiff is qualified to, and will, fairly and

adequately, protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. Class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.
- e. Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their

1 rights at the same time as their privacy is protected.

2 14. There are common questions of law and fact as to the class (and
3 each subclass, if any) that predominate over questions affecting only individual
4 members, including but not limited to:

- 5 a. Whether Defendants' failure to pay wages, without abatement
6 or reduction, in accordance with the California Labor Code,
7 was willful;
- 8 b. Whether Defendants deprived Plaintiff and class members of
9 meal periods or required Plaintiff and class members to work
10 during meal periods without compensation;
- 11 c. Whether Defendants deprived Plaintiff and class members of
12 rest periods or required Plaintiff and class members to work
13 during rest periods without compensation;
- 14 d. Whether Defendants failed to pay all wages earned by
15 Plaintiff and class members;
- 16 e. Whether Defendants failed to indemnify and/or reimburse
17 Plaintiff and class members for necessary and required
18 business-related expenditures and/or losses incurred by them
19 in the scope of their employment;
- 20 f. Whether Defendants failed to timely pay all wages due to
21 Plaintiff and class members upon their discharge or
22 resignation;
- 23 g. Whether Defendants complied with wage reporting as
24 required by the California Labor Code, including but not
25 limited to section 226;
- 26 h. Whether Defendants' conduct was willful or reckless;
- 27 i. Whether Defendants engaged in unfair business practices in
28

1 violation of California Business & Professions Code sections
2 17200, *et seq.*; and

3 j. The appropriate amount of damages, restitution, or monetary
4 penalties resulting from Defendants' violations of California
5 law.

6 GENERAL ALLEGATIONS

7 15. At all times set forth, Defendants employed Plaintiff and other
8 persons as non-exempt or hourly paid employees.

9 16. Defendants employed Plaintiff TARA HILL as a non-exempt or
10 hourly "Store Manager" from about June 2007 to about March 2009 at
11 Defendants' Northridge business location in Los Angeles County, California.

12 17. Defendants continue to employ non-exempt or hourly employees
13 within California.

14 18. Plaintiff is informed and believes, and thereon alleges, that at all
15 times herein mentioned, Defendants were advised by skilled lawyers and other
16 professionals, employees and advisors knowledgeable about California labor and
17 wage law, employment and personnel practices, and about the requirements of
18 California law.

19 19. Plaintiff is informed and believes, and thereon alleges that
20 Defendants knew or should have known that Plaintiff and class members were
21 entitled to receive all meal periods or payment of one additional hour of pay at
22 Plaintiff's and class members' regular rate of pay when they did not receive a
23 timely uninterrupted meal period.

24 20. Plaintiff is informed and believes, and thereon alleges that
25 Defendants knew or should have known that Plaintiff and class members were
26 entitled to receive all rest periods or payment of one additional hour of pay at
27 Plaintiff's and class members' regular rate of pay when a rest period was missed.
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21. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should have known that Plaintiff and class members were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment, and that they did not receive full reimbursement of applicable business-related expenses and costs they incurred.

22. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should have known that Plaintiff and class members were entitled to receive all the wages owed to them upon discharge.

23. Plaintiff is informed and believes, and on that basis alleges that Defendants knew or should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law.

24. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to Plaintiff and other class members that they were properly denied wages, all in order to increase Defendants' profits.

25. California Labor Code section 218-states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 512(a)

(Against All Defendants)

26. Plaintiff incorporates by reference and re-alleges as if fully stated

1 herein the material allegations set out in paragraphs 1 through 25.

2 27. At all relevant times, the applicable IWC Wage Order and
3 California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's
4 and class members' employment by Defendants.

5 28. At all relevant times, California Labor Code section 226.7 provides
6 that no employer shall require an employee to work during any meal period
7 mandated by an applicable order of the California IWC.

8 29. At all relevant times, the applicable IWC Wage Order and
9 California Labor Code section 512(a) provide that an employer may not require,
10 cause or permit an employee to work for a period of more than five (5) hours per
11 day without providing the employee with an uninterrupted meal period of not
12 less than thirty (30) minutes, except that if the total work period per day of the
13 employee is not more than six (6) hours, the meal period may be waived by
14 mutual consent of both the employer and the employee.

15 30. At all relevant times, the applicable IWC Wage Order and
16 California Labor Code section 512(a) further provide that an employer may not
17 require, cause or permit an employee to work for a period of more than ten (10)
18 hours per day without providing the employee with a second uninterrupted meal
19 period of not less than thirty (30) minutes, except that if the total hours worked is
20 not more than twelve (12) hours, the second meal period may be waived by
21 mutual consent of the employer and the employee only if the first meal period
22 was not waived.

23 31. During the relevant time period, Plaintiff and class members who
24 were scheduled to work for a period of time no longer than six (6) hours, and
25 who did not waive their legally-mandated meal periods by mutual consent, were
26 required to work for periods longer than five (5) hours without an uninterrupted
27 meal period of not less than thirty (30) minutes.

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1 32. During the relevant time period, Plaintiff and class members who
2 were scheduled to work for a period of time in excess of six (6) hours were
3 required to work for periods longer than five (5) hours without an uninterrupted
4 meal period of not less than thirty (30) minutes.

5 33. During the relevant time period, Plaintiff and class members who
6 were scheduled to work in excess of ten (10) hours but no longer than twelve
7 (12) hours, and who did not waive their legally-mandated meal periods by
8 mutual consent were required to work in excess of ten (10) hours without
9 receiving a second uninterrupted meal period of not less than thirty (30) minutes.

10 34. During the relevant time period, Plaintiff and class members who
11 were scheduled to work for a period of time in excess of twelve (12) hours were
12 required to work for periods longer than ten (10) hours without a second
13 uninterrupted meal period of not less than thirty (30) minutes.

14 35. During the relevant time period, Defendants willfully required
15 Plaintiff and class members to work during meal periods and failed to
16 compensate Plaintiff and class members for work performed during meal
17 periods.

18 36. During the relevant time period, Defendants failed to pay Plaintiff
19 and class members the full meal period premium due pursuant to California
20 Labor Code section 226.7.

21 37. Defendants' conduct violates the applicable IWC Wage Orders and
22 California Labor Code sections 226.7 and 512(a).

23 38. Pursuant to the applicable IWC Wage Order and California Labor
24 Code section 226.7(b), Plaintiff and class members are entitled to recover from
25 Defendants one additional hour of pay at the employees' regular hourly rate of
26 compensation for each work day that the meal period was not provided.

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SECOND CAUSE OF ACTION
Violation of California Labor Code § 226.7
(Against All Defendants)

39. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 38.

40. At all relevant times, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and class members' employment by Defendants.

41. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

42. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

43. During the relevant time period, Defendants required Plaintiff and class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

44. During the relevant time period, Defendants willfully required Plaintiff and class members to work during rest periods and failed to compensate Plaintiff and class members for work performed during rest periods.

45. During the relevant time period, Defendants failed to pay Plaintiff and class members the full rest period premium due pursuant to California Labor Code section 226.7.

46. Defendants' conduct violates the applicable IWC Wage Orders and

1 California Labor Code section 226.7.

2 47. Pursuant to the applicable IWC Wage Order and California Labor
3 Code section 226.7(b), Plaintiff and class members are entitled to recover from
4 Defendants one additional hour of pay at the employee's regular hourly rate of
5 compensation for each work day that the rest period was not provided.

6 **THIRD CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 2800 and 2802**

8 **(Against All Defendants)**

9 48. Plaintiff incorporates by reference and re-alleges as if fully stated
10 herein the material allegations set out in paragraphs 1 through 47.

11 49. At all relevant times, California Labor Code sections 2800 and 2802
12 provide that an employer must reimburse employees for all necessary
13 expenditures.

14 50. Plaintiff and class members incurred necessary business-related
15 expenses and costs that were not fully reimbursed by Defendants, including and
16 without limitation, travel costs, including mileage expenses and gasoline
17 expenses that resulted from their employment with Defendants. Specifically,
18 Defendants had, and continue to have, a policy and practice of requiring
19 employees, including Plaintiff and class members, to pay for travel costs from
20 their own funds. Defendants had, and continue to have, a policy of not
21 reimbursing employees, including Plaintiff and class members, for said business-
22 related expenses and costs.

23 51. Defendants have intentionally and willfully failed to fully reimburse
24 Plaintiff and class members for necessary business-related expenses and costs.

25 52. Plaintiff and class members are entitled to recover from Defendants
26 their business-related expenses incurred during the course and scope of their
27 employment, plus interest, pursuant to California Labor Code sections 2800 and
28

1 2802.

2 **FOURTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 201 and 202**

4 **(Against All Defendants)**

5 53. Plaintiff incorporates by reference and re-alleges as if fully stated
6 herein the material allegations set out in paragraphs 1 through 52.

7 54. At all relevant times, California Labor Code sections 201 and 202
8 provide that if an employer discharges an employee, the wages earned and
9 unpaid at the time of discharge are due and payable immediately, and that if an
10 employee voluntarily leaves his or her employment, his or her wages shall
11 become due and payable not later than seventy-two (72) hours thereafter, unless
12 the employee has given seventy-two (72) hours previous notice of his or her
13 intention to quit, in which case the employee is entitled to his or her wages at the
14 time of quitting.

15 55. During the relevant time period, Defendants willfully failed to pay
16 Plaintiff and class members who are no longer employed by Defendants their
17 wages, earned and unpaid, either at the time of discharge, or within seventy-two
18 (72) hours of their leaving Defendants' employ.

19 56. Defendants' failure to pay Plaintiff and those class members who
20 are no longer employed by Defendants their wages earned and unpaid at the time
21 of discharge, or within seventy-two (72) hours of their leaving Defendants'
22 employ, is in violation of California Labor Code sections 201 and 202.

23 57. California Labor Code section 203 provides that if an employer
24 willfully fails to pay wages owed, in accordance with sections 201 and 202, then
25 the wages of the employee shall continue as a penalty from the due date, and at
26 the same rate until paid or until an action is commenced; but the wages shall not
27 continue for more than thirty (30) days.

28

1 58. Plaintiff and class members are entitled to recover from Defendants
2 the statutory penalty wages for each day they were not paid, up to a thirty (30)
3 day maximum pursuant to California Labor Code section 203.

4 **FIFTH CAUSE OF ACTION**

5 **Violation of California Labor Code § 204**

6 **(Against All Defendants)**

7 59. Plaintiff incorporates by reference and re-allege as if fully stated
8 herein the material allegations set out in paragraphs 1 through 58.

9 60. At all relevant times, California Labor Code section 204 provides
10 that all wages earned by any person in any employment between the first and the
11 fifteenth days, inclusive, of any calendar month, other than those wages due
12 upon termination of an employee, are due and payable between the sixteenth and
13 the twenty-sixth day of the month during which the labor was performed.

14 61. At all relevant times, California Labor Code section 204 provides
15 that all wages earned by any person in any employment between the sixteenth
16 and the last day, inclusive, of any calendar month, other than those wages due
17 upon termination of an employee, are due and payable between the 1st and the
18 10th day of the following month.

19 62. At all relevant times, California Labor Code section 204 provides
20 that all wages earned for labor in excess of the normal work period shall be paid
21 no later than the payday for the next regular payroll period.

22 63. During the relevant time period, Defendants willfully failed to pay
23 Plaintiff and class members all wages due to them, within any time period
24 permissible by California Labor Code section 204.

25 64. Plaintiff and class members are entitled to recover all remedies
26 available for violations of California Labor Code section 204.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against All Defendants)

65. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 64.

66. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including all applicable hourly rates.

67. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to list all applicable hourly rates.

68. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and class members have suffered injury and damage to their statutorily-protected rights.

69. Specifically, Plaintiff and class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a).

70. Plaintiff and class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

71. Plaintiff and class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

1 **SEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.***

3 **(Against All Defendants)**

4 72. Plaintiff incorporates by reference and re-alleges as if fully stated
5 herein the material allegations set out in paragraphs 1 through 71.

6 73. Defendants' conduct, as alleged herein, has been, and continues to
7 be, unfair, unlawful, and harmful to Plaintiff, other class members, and to the
8 general public. Plaintiff seeks to enforce important rights affecting the public
9 interest within the meaning of Code of Civil Procedure section 1021.5.

10 74. Defendants' activities, as alleged herein, are violations of California
11 law, and constitute unlawful business acts and practices in violation of California
12 Business & Professions Code sections 17200, *et seq.*

13 75. A violation of California Business & Professions Code sections
14 17200, *et seq.* may be predicated on the violation of any state or federal law. In
15 this instant case, Defendants' policies and practices of requiring non-exempt or
16 hourly paid employees, including Plaintiff and class members, to work through
17 their meal and rest periods without paying them proper compensation violate
18 California Labor Code sections 226.7 and 512(a). Defendants' policies and
19 practices of failing to timely pay wages to Plaintiff and class members violate
20 California Labor Code sections 201, 202 and 204. Moreover, Defendants'
21 policies and practices of not reimbursing its employees, including Plaintiff and
22 class members, for business-related expenses and costs violate California Labor
23 Code sections 2800 and 2802.

24 76. Plaintiff and putative class members have been personally injured
25 by Defendants' unlawful business acts and practices as alleged herein, including
26 but not necessarily limited to the loss of money or property.

27 77. Pursuant to California Business & Professions Code sections 17200,
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et seq., Plaintiff and putative class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class; and
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and class members;

5. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

6. For all actual, consequential, and incidental losses and damages, according to proof;

7. For premiums pursuant to California Labor Code section 226.7(b);

8. For pre-judgment interest on any unpaid wages from the date such

1 amounts were due; and

2 9. For such other and further relief as the Court may deem equitable
3 and appropriate.

4 **As to the Second Cause of Action**

5 10. That the Court declare, adjudge and decree that Defendants violated
6 California Labor Code section 226.7 and applicable IWC Wage Orders by
7 willfully failing to provide all rest periods to Plaintiff and class members;

8 11. That the Court make an award to the Plaintiff and class members of
9 one (1) hour of pay at each employee's regular rate of compensation for each
10 workday that a rest period was not provided;

11 12. For all actual, consequential, and incidental losses and damages,
12 according to proof;

13 13. For premiums pursuant to California Labor Code section 226.7(b);

14 14. For pre-judgment interest on any unpaid wages from the date such
15 amounts were due; and

16 15. For such other and further relief as the Court may deem equitable
17 and appropriate.

18 **As to the Third Cause of Action**

19 16. That the Court declare, adjudge and decree that Defendants violated
20 California Labor Code sections 2800 and 2802 by willfully failing to pay all
21 business-related expenses owed to Plaintiff and class members;

22 17. For unpaid wages and such general and special damages as may be
23 appropriate;

24 18. For pre-judgment interest on any unpaid wages from the date such
25 amounts were due;

26 19. For all actual, consequential and incidental losses and damages,
27 according to proof; and
28

1 20. For such other and further relief as the Court may deem equitable
2 and appropriate.

3 **As to the Fourth Cause of Action**

4 21. That the Court declare, adjudge and decree that Defendants violated
5 California Labor Code sections 201, 202, and 203 by willfully failing to pay all
6 compensation owed at the time of termination of the employment of Plaintiff and
7 other class members no longer employed by Defendants;

8 22. For all actual, consequential and incidental losses and damages,
9 according to proof;

10 23. For statutory wage penalties pursuant to California Labor Code
11 section 203 for Plaintiff and all other class members who have left Defendants'
12 employ;

13 24. For pre-judgment interest on any unpaid wages from the date such
14 amounts were due; and

15 25. For such other and further relief as the Court may deem equitable
16 and appropriate.

17 **As to the Fifth Cause of Action**

18 26. That the Court declare, adjudge and decree that Defendants violated
19 California Labor Code section 204 by willfully failing to pay all compensation
20 owed at the time required by California Labor Code section 204, to Plaintiff and
21 class members;

22 27. For all actual, consequential and incidental losses and damages,
23 according to proof;

24 28. For pre-judgment interest on any untimely paid compensation, from
25 the date such amounts were due; and

26 29. For such other and further relief as the Court may deem equitable
27 and appropriate.
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As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and class members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential and incidental losses and damages, according to proof;

32. For statutory penalties pursuant to California Labor Code section 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide all meal and rest periods to Plaintiff and class members, failing to pay for all missed meal and rest periods to Plaintiff and class members, failing to reimburse Plaintiff and class members for all business-related expenses, and failing to pay Plaintiff's and class members' wages timely as required by California Labor Code sections 201, 202 and 204;

36. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

37. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq.*;

1 38. For reasonable attorneys' fees and costs of suit incurred herein
2 pursuant to California Code of Civil Procedure section 1021.5;

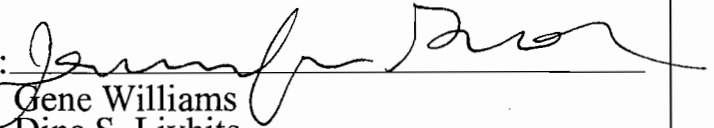
3 39. For injunctive relief to ensure compliance with this section, pursuant
4 to California Business & Professions Code sections 17200, *et seq.*; and

5 40. For such other and further relief as the Court may deem equitable
6 and appropriate.

7
8 Dated: October 1, 2009

Respectfully submitted,

Initiative Legal Group, APC

10
11 By: 
12 Gene Williams
13 Dina S. Livhits
14 Jennifer Grock

Attorneys for Plaintiff Tara Hill

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge R. Gary Klausner and the assigned discovery Magistrate Judge is Paul L. Abrams.

The case number on all documents filed with the Court should read as follows:

CV09- 7164 RGK (PLA~~x~~)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Gene Williams (SBN 211390)

Dina S. Livhits (SBN 245646)

Initiative Legal Group APC

1800 Century Park East, 2nd Flr., LA, CA 90067

(See attached ATTACHMENT TO SUMMONS)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIATARA HILL, individually, and on behalf of other
members of the general public similarly situated,

PLAINTIFF(S)

v.

SUNGLASS HUT TRADING, LLC, a Delaware
Corporation; LUXOTTICA RETAIL NORTH
AMERICA INC., an Ohio Corporation

DEFENDANT(S).

CASE NUMBER

CV09-7164 RGK PLA

SUMMONS

TO: DEFENDANT(S): _____

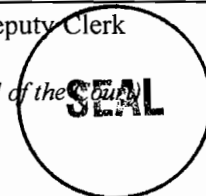
A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Initiative Legal Group APC, whose address is 1800 Century Park East, 2nd Floor, Los Angeles, California 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 01 OCT 2009By: SHEA BOURGEOIS
Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

ATTACHMENT TO CIVIL CASE COVER SHEET

ATTORNEYS FOR PLAINTIFFS AND CLASS MEMBERS:

Gene Williams (SBN 211390)
GWilliams@InitiativeLegal.com
Dina S. Livhits (SBN 245646)
DLivhits@InitiativeLegal.com
Jennifer Grock (SBN 245671)
JGrock@InitiativeLegal.com
Initiative Legal Group, APC
1800 Century Park East, 2nd Floor
Los Angeles, California 90067
Telephone: (310) 556-5637
Facsimile: (310) 861-9051

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> TARA HILL, individually, and on behalf of other members of the general public similarly situated,		DEFENDANTS SUNGLASS HUT TRADING, LLC, a Delaware Corporation; LUXOTTICA RETAIL NORTH AMERICA INC., an Ohio Corporation	
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Initiative Legal Group APC Telephone: 310-556-5637 1800 Century Park East, 2nd Floor, Los Angeles, CA 90067 (See attached ATTACHMENT TO SUMMONS)		Attorneys (If Known)	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)
☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify):
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No
 MONEY DEMANDED IN COMPLAINT: \$ 5,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 CLASS ACTION FAIRNESS ACT ("CAFA") 28 U.S.C. §1332; 28 U.S.C. §1367; 28 U.S.C. §1391(a) and (b) Brief Description: Diversity

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV09-7164

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	SUNGLASS HUT TRADING, LLC, a Delaware Corporation; LUXOTTICA RETAIL NORTH AMERICA INC., an Ohio Corporation

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date October 1, 2009

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))